



THE UNIVERSITY *of*  
NEW ORLEANS

## **INVITATION FOR BID**

**BID NAME AND NUMBER:  
PROVISION OF CHARTER BUS SERVICES FOR  
ATHLETIC TEAM TRAVEL  
BSV2751**

**BID OPENING TIME AND DATE:  
Monday, April 17, 2023 at 2:00pm**

**BUYER:  
SUSAN VARBLE  
sfvarble@uno.edu**

**RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

**Purchasing Office  
Administration Annex 1004G  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148  
Phone: (504) 280-6171  
Fax: (504) 280-6297**

## **General Instructions to Bidders**

### **1 Invitation to Bid**

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

### **2 Authority to Sign**

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

### **3 Read Solicitation**

Read the entire solicitation, including all terms, conditions, and specifications.

### **4 Corrections**

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

### **5 Delivery of Bids**

Bids may be submitted in person or by mail. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

### **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

### **7 Late Bids**

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

### **8 Delivery/Freight Charges**

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

**9 Taxes**

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

**10 Payment**

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

**11 Acceptance**

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

### **Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

_____ Bidder (Company Name)	_____ Mailing Address
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_____ Authorized Signature	_____ City, State, Zip Code
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_____ Printed Name	_____ Phone Number
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_____ Title	_____ Fax Number
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_____ E-Mail Address	_____ Federal Tax ID #
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## **Standard Terms and Conditions**

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

### **Auditors**

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

### **Award**

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

### **Bidder Inquiries**

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request by email for interpretation to the Buyer of Record.

Requests must be received in the Purchasing Office no later than **Monday, April 3rd, 2023**. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

### **Contrary Terms and Conditions**

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

### **Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other

non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

#### Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

#### Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

#### Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

#### New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

### Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

## DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? \_\_\_\_\_
2. Is the bidder a spouse of a legislator? \_\_\_\_\_
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? \_\_\_\_\_
4. If the bidder is a corporation, is it a publicly traded corporation? \_\_\_\_\_

## LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify Item Numbers:

\_\_\_\_\_

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

\_\_\_\_\_

Do you have a Louisiana Business workforce? YES \_\_\_\_\_ NO \_\_\_\_\_

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES \_\_\_\_\_ NO \_\_\_\_\_



## **Specifications**

### **Definitions**

Bidder – Any person or company who submits a response to the University's Invitation for Bid

Contractor – The person or company who contracts with the University of New Orleans to perform the work as called for on these documents

May – The term "may" denotes an advisory or permissible action

Must – The term "must" denotes mandatory requirements

Shall – The term "shall" denotes mandatory requirements

Should – The term "should" denotes a desirable action

State – The State of Louisiana

University – The University of New Orleans

Will – The term "will" denotes mandatory requirements

### **Scope of Work**

The University of New Orleans will contract with successful bidder to provide all charter bus services for Athletic Team Travel for the 2023-2024 Fiscal Year for both in-state travel and out-of-state travel. Athletic teams which normally use charter bus services are Men's Basketball, Women's Basketball, Baseball, Women's Volleyball, and Men's and Women's Track and Field teams, but the University reserves the right to add additional team trips as needed.

### **Contract Term**

The term of any contract resulting from this bid shall begin the day of award through June 30, 2024. At the option of the University and upon agreement from the Successful Bidder, this agreement may be renewed for an additional four (4) one (1) year periods at the same prices, terms, and conditions of the original agreement.

### **Company Requirements**

Successful Vendor must meet the following minimum company requirements:

Company must be at least five (5) years old

Company must provide three (3) references which represent accounts of the same scope and size as the University of New Orleans (see reference sheet).

Company headquarters / main yard must be located within 80 miles of UNO.

### **Equipment Requirements**

All buses bid for University travel must meet the following minimum requirements:

Vendor must be able to provide two (2) different types of buses

Large Buses must have a minimum of 55 seats

Small Buses must have a seating capacity of 25-30 seats

All buses must be model year 2018 or newer

All buses must include the following equipment in excellent operating condition

Air-conditioning

Heating

Wi-Fi

110V Electrical Outlet and USB Port at all seats

DVD Player which can be viewed from all seats

All buses must have a bathroom which is in excellent sanitary condition

All mechanical equipment must be maintained at or above industry standards

All tires must be in excellent condition

The University reserves the right to inspect all buses bid before any award is made.

### **Replacements**

Successful Vendor must be a current member of an organization that provides emergency assistance and replacement of equipment should there be a breakdown on a trip.

Successful Vendor must be able to provide a replacement vehicle within one (1) hour of notification by the University.

### **Industry Requirements**

Successful bidder must

Provide documentation of a satisfactory DOT Rating

Have random drug and alcohol testing

Adhere to Federal Motor Coach Carrier Safety Regulations

**Permits, Licenses, Taxes, Etc.**

Successful bidder will be solely responsible for any and all permits, licenses, and/or taxes associated with performance and requested services.

**Tolls**

All tolls will be the responsibility of the University.

**Codes and Permits**

Successful Bidder must comply with all federal, state, and local ordinances and regulations.

**Driver Requirements**

The University will require a Driver for all charter trips. All Drivers must dress appropriately, and present themselves in a professional manner at all times. All meals necessary during the course of the trip will be the sole responsibility of the Driver. The University will be responsible for normal hotel room costs for overnight trips.

**Emergency Contact**

Successful bidder must be able to provide a 24-hour contact name and telephone number for emergencies. Please list the emergency contact information below:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Schedules**

It is not possible to provide detailed itineraries for all teams a year in advance. Each bidder will provide cost per mile for the purposes of this bid. Each bidder also must be aware of the fact the schedules sometimes need to be amended, due to weather, post-season play, or other unusual circumstances. The University reserves the right to cancel and/or add a trip to the schedule (with adequate notification to successful bidder) without additional charges to the University. Adequate notification is defined as 24 hours before the addition/cancellation. Please note that, if a game is cancelled due to weather, it will probably be rescheduled at a later date.

**Estimated Yearly Mileage**

The University of New Orleans does not guarantee any minimum mileage as a part of this bid; however, we estimate our annual mileage to be 40,000 miles per fiscal year. Bidders are cautioned that actual mileage may differ.

**Corporate Sponsorship**

Successful Bidder will commit to a minimum corporate sponsorship of \$20,000.00 annually in advertising and Marketing with the University of New Orleans Athletic Department. Marketing and advertising assets included in the sponsorship package will be determined through mutual agreement between Successful Bidder and the University of New Orleans Athletic Department.

### **Special Terms and Conditions**

1. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June 30<sup>th</sup> of the initial contract year. Renewals will be from July 1<sup>st</sup> through June 30<sup>th</sup> of the remaining contract years. Contract shall not exceed sixty (60) months.
2. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
3. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance should be submitted with the bid.
4. In case of default by the Vendor, the University reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
5. Award to be made on an all-or-none basis.
6. Escalation Clause  
  
Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The University reserves the right to approve or disapprove the price increase.
7. Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

## BID SCHEDULE

State Type of Vehicle(s) Provided Here: (must include make, model, year, and passenger capacity – attach additional sheets if necessary)

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State Price per mile here: (must include any and all costs, charges, surcharges, minimum costs, etc. for the performance of services as listed in this bid)

\_\_\_\_\_/per mile

List any and all other charges that may be assessed as a part of this Contract. Please note that the University will not honor any charges not specifically list as a part of this Bid Schedule.

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**\*\*The bid will be awarded based on total price per mile. \*\***

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$5,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$5,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **2. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **3. All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.



- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **D. ACCEPTABILITY OF INSURERS**

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### **E. VERIFICATION OF COVERAGE**

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana University of New Orleans, Its Officers, Agents, Employees and Volunteers 2000 Lakeshore Drive, New Orleans, LA 70148 Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the University of New Orleans, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The University of New Orleans may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

## **INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, the University of New Orleans, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of

\_\_\_\_\_

{Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by

\_\_\_\_\_

{Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the University of New Orleans, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_

{Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The University of New Orleans may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for the University of New Orleans

PURPOSE OF CONTRACT:

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## REFERENCES

Provide three (3) clients sharing similar characteristics to the University and for which the company has provided at least one year of service:

### Reference 1

Business Name:

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Dates of Service:

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Contact Name:

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Contact Title:

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Contact Address:

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Contact Telephone No.:

---

Contact E-Mail Address:

---

## Reference 2

Business Name:

---

Dates of Service:

---

Contact Name:

---

Contact Title:

---

Contact Address:

---

Contact Telephone No.:

---

Contact E-Mail Address:

---

Reference 3

Business Name:

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Dates of Service:

---

Contact Name:

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Contact Title:

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Contact Address:

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Contact Telephone No.:

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Contact E-Mail Address:

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